

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

In Re: Theresa Pearson

Debtor

Chapter 7
Adv No. 20-01024-BAH

V.

Katherine Drisko
Creditor

STIPULATION

NOW COMES, the debtor, Theresa Pearson by and through her counsel, Steven Notinger, Esquire ("Debtor") and creditor Katherine Drisko ("Creditor") by and through her counsel, Brad C. Davis, Esquire, and hereby agree to settle this adversary matter as follows:

1. Debtor will sign over her ½ interest in 848 Rollins Road, Hopkinton, New Hampshire by way of Deed to be prepared by creditors counsel upon approval of this Agreement which shall occur by December 15, 2020. If approval is delayed Debtor shall still vacate the property by December 15, 2020 and creditor will assume all costs for carrying the property on and after December 15, 2020 including taxes, oil and all other costs Further, if this agreement is not approved the parties will retain their status quo as of the Petition Date, notwithstanding the fact that Debtor has agreed to move out by December 15, 2020 as part of this Agreement.
2. The property will be listed and sold by creditor Drisko with a broker of her own choosing. Debtor engaged Steven Wolosky

of Keller Williams in Bedford, New Hampshire as her broker before her bankruptcy. He is the only broker within the past 4 years to obtain buyers for the property. He is intimately familiar with the property and would list it for \$339,000 with a \$15,000.00 credit for the foundation repair. Although not required to hire him, Creditor will contact him to see if she is comfortable hiring him to get the best price for the property.

3. Creditor will pay the debtor \$30,000.00 from the sale of the property as well as 50% of the Creditor's net proceeds (defined as gross sale price less customary closing costs not including attorneys fees unless the attorneys fees are associated with the closing over \$275,000.00 from the sale (if any)).
4. \$25,000.00 of the initial \$30,000.00 will be paid to the debtor in immediately available funds upon the approval of this agreement and execution of the deed.
5. Debtor will assent to Motion(s) for Relief from Stay (if necessary) so that creditor Drisko can proceed on Summary Judgment in State Court to clear up an issue of title (missing mortgage assignment) so that the title will be clear and marketable, and to allow the property to be marketed and sold.
6. Debtor further agrees to assent to the Motion for Summary Judgment in State Court to clear the title issue.
7. Parties will otherwise sign mutual releases.
8. Debtor agrees to vacate the property and deliver keys to the

Creditor by December 15, 2020, if not sooner, free of all personal property and in broom clean condition.

9. Debtor will be responsible for all costs associated with her use of the property while she is residing there including all property taxes accrued from October 1, 2020 through the actual vacate date to be prorated and deducted from the \$5,000.00 remaining payment under Paragraph 4 above.
10. Debtor shall not cause waste or damage to the property while she is residing there and shall not interfere with the marketing and sale of the property by the Creditor and will provide reasonable assistance if necessary including granting reasonable access to Creditor's broker and prospective buyers.
11. After December 15, 2020 Debtor shall not be responsible for assisting in the sale or filling out any disclosure forms.
12. Debtor and creditor shall file a motion to compel abandonment by the Trustee so that Debtor can consummate the transfers in this settlement.

Respectfully submitted,

Theresa Pearson

By her Attorney,
Steven Notinger, Esquire

Dated: 10/29/2020

By: /s/Steven M. Notinger
Steven Notinger, Esq.
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Katherine Drisko

By Her Attorney,
Brad C. Davis, Esquire

Dated: 10/29/2020

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